

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“this MOU”) is by and between the *City of Tupelo*, hereinafter referred to as the “City,” and the *Tupelo Public School District*, hereinafter referred to as the “School District,” both of which are organized and existing under the laws of the State of Mississippi and located in Lee County.

The following premises apply:

1. The School District agrees to permit the City to implement the Healthy Heroes Program for the 2019-2020 school year at the following elementary schools: *Carver Elementary School, Joyner Elementary School, Lawhon Elementary School, Parkway Elementary School, Thomas Street Elementary School, Lawndale Elementary School, Pierce Street Elementary School, and Rankin Elementary School*. The City will provide events and activities at the elementary schools, including: *Healthy Nutrition Lessons, Physical Fitness Activities, and School Walks offered during the months of August 2019-May 2020*, as more specifically outlined on the attached Exhibit A.
2. The City agrees to notify and schedule the Healthy Heroes Program events and activities listed above with the School District in advance of the events and activities being held. All costs associated with the Healthy Heroes Program will be paid by the City.

General Understandings of the Parties:

1. This Memorandum of Understanding shall be construed under the laws of the State of Mississippi (without regard to conflict of law principals). The parties consent to the jurisdiction and venue of the Federal and State Courts of the Southern District of Mississippi.
2. Nothing in this Memorandum of Understanding is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between the City and the School District. Neither party shall incur any liabilities nor any obligation of any kind (express or implied) for the other, except to the extent, if at all, specifically provided herein.
3. This Memorandum of Understanding may be amended or modified only by an instrument in writing duly executed by the parties hereto.
4. This Memorandum of Understanding shall not be delegated or assigned by either party without prior written consent of the other party.
5. In no event shall either party be liable to one another for any indirect, special, incidental, punitive or consequential damages to the extent permitted by Mississippi law.

In witness hereof, the parties have caused this Memorandum of Understanding to be executed by these respective officers who have been duly authorized to execute this Memorandum of Understanding.

City of Tupelo

Tupelo Public School District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Lessons

- Teach a healthy eating lesson using the nutrition materials provided by the Blue Cross & Blue Shield of Mississippi Foundation at the Blue Cross & Blue Shield of Mississippi Foundation Healthy Heroes Training Conference at no cost;
- Teach a physical fitness lesson that includes exercise activities based on the training received at the Blue Cross & Blue Shield of Mississippi Foundation Healthy Heroes Training Conference;
- The Healthy Heroes lessons are to be taught during regularly scheduled P.E. classes where students have room to exercise (push-ups, jumping jacks, arms circles, etc.) without chairs or other objects that would obstruct activity. The school gym, open outside green space, and outside patios or concreted areas on the school property are suggested locations for teaching Healthy Heroes lessons and activities.

Visits

- The “Healthy Heroes,” whether uniformed police officers or uniformed firefighters, will make a minimum of one visit in each school month during the grant term using only the materials provided by the Blue Cross & Blue Shield of Mississippi Foundation. School months are: August, September, October, November, December, January, February, March, April, and May.
- One day with one or more P.E. classes is considered to be one visit. More than one visit per school month may be made; however, the visits must be evenly distributed over the course of the grant period.